	STATE C	OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION			
DIVISION OF PURCHASE AND CONTRACT					
116 West Jones Street, Raleigh, NC 27603-8002					
Term Contract	765G	Rollers, Vibratory (Articulated Tandem Drum Roller)			
Effective Dates	January 28,2010 through January 27, 2013				
Bid Number	200901487				
Administrator	Mike Brendle				
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Last Updated	January 28	3, 2010			

1. General Information

This contract is intended to cover the State's normal requirements for Vibratory Rollers for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Scope of Contract

The intent of this contract to establish the minimum requirements for Articulated Tandem Drum Rollers (Vibratory Rollers). The complete unit bid to be a new current advertised standard production model.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any State Agency (other than DOT) requirements that exceed five units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of one unit for any single order.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: **E-Procurement Users**
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765G.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

7. Delivery

The contractor(s) will complete delivery within 45 days after receipt of purchase order In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is one unit or more, when shipped to a single destination. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

<u>NOTE:</u> If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	Contact, Phone, Fax
Linder Industrial Machinery	6515 Chapel Hill Rd.	Brian Dillenback-919.851-2030
Company	Raleigh, NC 27607-call vendor	Brian.dillenback@linder.com
	for Federal ID number	
	Service Locations-	
	Raleigh NC	919.851.2030
	Charlotte NC	704.376.7554
	Greensboro NC	336.665.0110
	Wilmington NC	910.254.2030
	Greenville NC	252.695.6200
	Asheville NC	828.274.3031

Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). During the warranty period the State shall not incur any cost associated for transport of equipment needing repair. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

Under same and all conditions as above, the power train (engine, transmission, torque converter and final drive) shall be covered for an additional period of 24 months.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14 Additional Information

A) **QUALITY ACCEPTANCE INSPECTION:** Upon delivery of the item(s), as called for herein, the end (State Agencies only) user may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

B) STANDARD EQUIPMENT

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

C) SERVICE UPON DELIVERY:

Units shall be complete, serviced and ready for operation when delivered. All self propelled equipment to have at least 10 gallons of fuel in the tank. A North Carolina Safety Inspection or a Federal Safety Inspection is required to be completed and documentation furnished for all applicable equipment.

D) **TRAINING:** Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery.

E) FIRE EXTINGUISHERS:

Fire extinguishers of adequate size shall be mounted on each unit in accordance with applicable National Fire Protection Association (NFPA) requirements.

15) GENERAL SPECIFICATIONS

NOTE: PRIOR TO PLACING ORDER, USER SHOULD CONFIRM SPECIFICATIONS WITH THE CONTRACTOR.

GENERAL:

This is not intended for design purposes, but rather to designate minimum performance and operating characteristics for a diesel powered, hydrostatic driven articulated tandem roller. The roller bid is required to conform to applicable industry guidelines and standards including but not limited to EPA, SAE and OSHA. The model bid and furnished shall be a standard production model as referenced in published literature. Equipment offered must meet or exceed the specifications listed herein.

Make: Hamm Model: HD+120VV

Model Year: 2010 Unit \$115,750.00

Price

a. Operating weight: 27,659 lbs.

b. Overall height: 118.1 inches

c. Overall width: 83 inches

d. Overall length: 197 inches

e. Drum width: 78 inchesf. Drum diameter: 55.1 inches

ENGINE:

Diesel four stroke engine

b. Engine make: Deutz

c. Engine model: TCD2012L042V

d. Horsepower rating: 134 HP

- e. Engine equipped with spin-on oil filter.
- f. Engine equipped with a fuel filter.
- g. Engine equipped with a dual stage dry type air filter
- Air intake hose connections to be securely banded. Curved hoses to be metal or rubber molded.
- i. Air restriction indicator.

Tier III US EPA certified emission.

j.

k. Throughout the contract period the engine shall meet applicable US EPA tier requirement for off-highway emissions in effect at time of delivery.

- L Blank
- m. A 12-volt electrical system.
- Electrical system to include battery, alternator, starter and keyed switch.
- o. The roller shall only start when in the neutral position.
- The electrical system to have a concealed electrical disconnect.
- q. High temperature and low oil pressure warning system for engine.

DRIVE SYSTEM:

- a. Full hydrostatic drive system that operates both drums.
- b. The manufacture's standard directional controls furnished.
- The speed infinitely variable from 0 to a minimum of 6 mph forward or reverse.
- d. A minimum theoretical grade ability of 30%.

STEERING:

- Hydrostatic or hydraulic assisted power steering with center point articulation.
- b. Steering in through a steering wheel.
- c. Steering/articulation angle-30
- d. Oscillation angle-10
- e. Inside turning radius-208".

BRAKING SYSTEM:

- a. Equipped with a hydrostatic brake system.
- b. The brake system to consist of a service brake, parking brake and fail safe system.
- c. Braking system to comply with SAE.

HYDRAULIC SYSTEM:

- Manufacture's standard hydraulic system furnished.
- A fill strainer, a full flow filter of at least 10-micron and a lockable fill cap are to be furnished as a minimum.
- Reservoir of sufficient capacity to meet all hydraulic requirements without causing pump cavitations or fluid overheating.
- d. Reservoir capacity: 10.5 gallons

TANDEM DRUMS:

- a. drum width of 78 inches.
- b. drum diameter of 55.1 inches.
- c. Drum wrap thickness is: ¾ inches
- d. Both drums to have a smooth machined finish with chamfered edges.
- Each drum furnished with the manufacture's standard scraper & mat system.
- f. Retractable, spring-loaded, self-adjusting type scraper.

DRUM VIBRATION SYSTEM:

a. Each drum shall be furnished with the manufacture's standard

- vibratory system.
- b. Vibration frequency front drum (vpm): 2400 low-3000 high
- c. Vibration frequency rear drum (vpm): 2400 low-3000 high
- d. Centrifugal force front drum (lbs.): 33075 low-38925 high
- e. Centrifugal force rear drum (lbs.): 33075 low-38925 high
- f. Controls are easily accessible to the seated operator.
- g. Controls have a minimum of three functions.
- h. The three functions include: vibrate mode for both drums at the same time; vibrate mode for only one drum and cut off all vibrations to operate in the static mode.
- Operator's station shall be isolated from the drum vibration by isolators at each drum or an equal method.

WATER TANK:

- a. Water tank polyethylene
- b. Minimum tank capacity of 306 gallons.
- c. Pressure type spray system including as a minimum: water pump, removable spray nozzles and filter.
- d. tank has a manual drain

OPERATOR'S STATION:

- Operator's station designed to prevent transfer of vibration to the operator.
- Operator's seat shall be a suspension type upholstered for weather exposure.
- c. Seat capable of adjustments.
- d. Seat to have armrest on each side and retractable seat belt.
- e. Furnish standard operating controls for engine speed, direction, vibration and water spray grouped to promote safety, ease of operation and accessible from the seated position.
- f. A ROPS conforming to SAE standards.
- g. Operator's station to have skid resistant flooring, grab handles and steps.
- h. Furnish standard instrumentation to include as a minimum: engine oil pressure, engine temperature, engine hourmeter, hydraulic oil pressure or temperature, fuel gauge and amp or voltmeter.
- i. A keyed ignition switch.

- j. An emergency stop switch.
- k. Gauges and switches located in full view of the seated operator and provided with a lockable vandal protection cover.
- I. Furnish a horn.
- m. Furnish a minimum 10 U.L. rated ABC type rechargeable fire extinguisher with metal discharge valve.

ADDITIONAL EQUIPMENT:

- a. slow moving vehicle emblem.
- b. back up alarm in accordance with SAE and OSHA.
- c. Furnish a vandalism protection kit that includes as a minimum; locking engine cover and lock type caps for exposed filler caps.

Contract Addenda